# BANGALORE DEVELOPMENT AUTHORITY

## REQUEST FOR PROPOSALS

# PROVIDING PROJECT MANAGEMENT CONSULTANT (PMC) FOR COMPREHENSIVE DEVELOPMENT AND RESTORATION OF BYALA KERE LAKE-2

**Office of the Executive Engineer**
**DSKL Division**
**Bangalore Development Authority Bengaluru.**

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**SECTION I**

# BANGALORE DEVELOPMENT AUTHORITY

Office of the Executive Engineer, Dr.K.Shivarama Karantha Layout (DSKL),Division,Bangalore Development Authority #108G, 5th Cross, MLA Layout, RMV 2nd Stage Bhoopasandra, Bengaluru -560094

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No:BDA /EE/DSKL/TEND/ PMC/ /2025-26

Office of the Executive Engineer, Dr.K.Shivarama Karantha Layout (DSKL),Division,Bangalore Development Authority #108G, 5th Cross, MLA Layout, RMV 2nd Stage Bhoopasandra, Bengaluru -560094

## INVITATION FOR TENDER (IFT)
**(Short Term Tender Notification)**
(Through **GOK e–ProcurementPortal** only)

1. The Executive Engineer, DSKL Division, BDA, invites tenders on behalf of the commissioner, BDA, Bengaluru from eligible Tenderers for the construction of works detailed in the table below. The tenderers may submit tenders for works given in the table through e-procurement portal of the Government of Karnataka (viz https://eproc.karnataka.gov.in).The Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Tenderers to qualify for award of the contract.
2. Tender documents may be downloaded from the e-procurement portal of the Government of Karnataka from 09/05/2025.
3. Tenders must be accompanied by Earnest Money Deposit specified for the work in the table below. Earnest money deposit will have to be in any one of the forms as specified in the Tender document and shall have to be valid for 45 days beyond the validity of the tender.
4. Tenders must be submitted online through e-procurement portal on or before 1600 hours on 15/05/2025and the opening of tenders will be as per the e-procurement portal guidelines.
5. Other details can be seen in the tender documents.

| Sl. No. | Name of the Work | Cost of the Project (Rs. in Cr) | EMD |
|---|---|---|---|
| 1 | PROVIDING PROJECT MANAGEMENT CONSULTANT FOR(PMC) FOR COMPREHENSIVE DEVELOPMENT AND RESTORATION OF BYALA KERE LAKE-2 | 9.50 | 30,000.00 |

**Calendar of Events**

| | |
|---|---|
| 1. Availability of tender documents in E-Procurement Portal | 09/05/2025 onwards |
| 2. Last date of Receipt of queries | 12/05/2025upto13.00 hrs |
| 3. Date of Pre bid meeting | 13/05/2025upto 17.00 hrs |
| 4. Last date of submission of tenders | 15/05/2025 upto 16.00 hrs |
| 5. Date of Opening technical bid | 16/05/2025 upto 16.15 hrs |
| 6. Date of opening of financial bid | will be intimated to qualified tenders |

**Note:**

1. No Joint Venture/Consortium is permissible. The validity of tender is 180 days from the date of opening of tender.
2. Aspiring Bidders/Consultant who have not registered in e-procurement should register before participating through the website https://eproc.karnataka.gov.in
3. For details, registration and e-payment visit GOK e-Procurement website https://eproc.karnataka.gov.in or contact e-Procurement Helpdesk.
4. Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been attached with bid.
5. All the information required for Bids must be filled and submitted online only.
6. Further details of the work can be obtained in the office of Executive Engineer, DSKL Bengaluru development authority, Kumara park west, T.Chowdaiah Road Bengaluru-560 020on all working days between 10.00 A.M. & 5.30 p.m.

Executive Engineer
DSKL Division
Bangalore Development Authority Bengaluru.

**Copy to:**

1. Hon'ble Commissioner for kind information.
2. Engineer–in–Chief for kind information.
3. Superintending Engineer for kind information
4. CAO / Chief Auditor for kind information.
5. I. T. Advisor with a Request to publish the same in the BDA Website.
6. Public Relation Officer, BDA for information and to publish in two leading National Newspapers in Kannada and English.
7. Notice board & Office Copy.

Executive Engineer
DSKL Division
Bangalore Development Authority Bengaluru.

## SECTION 2

## INFORMATION TO CONSULTANTS

**1. Introduction**

1.1 The Employer named in the "Data Sheet" shall select a Firm among those who will submit the Proposals (Technical Proposal and Financial Proposal) for the Assignment mentioned in the Data Sheet, in accordance with the Method of Selection indicated in the Data Sheet.

1.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet for Consulting Services required for the Assignment named in the Data Sheet.
The Proposal will be the basis for Contract Negotiations and ultimately for a Signed Contract with The selected Consultant.

1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the Performance of the Consultant under each Phase must be to the Employer's Satisfaction before Work begins on the next phase.

1.4 The Consultants must familiarize themselves with local conditions and take those conditions into account in preparing their Proposals.

**The Technical Proposals of only the Consultants satisfying the following Qualification Criteria will be evaluated.**

a) The firm must have experience in the field of civil engineering consultancy for last 10 years providing design, project management and Consulting services for State/Central Government and their undertaking agencies
b) Achieved at least inone financial year a minimum annual turnover (in all classes of Civil Engineering Consultation Works only) of **Rs. 240.00 Lakhs**in last three years**.** In support of this, the Consultant shall furnish the Audited Balance Sheets along with the Technical Proposal.
c) A statement indicating the net worth of **Rs. 100.00 Lakhs**. Duly certified by a chartered Accountant shall also be enclosed with the tender.
d) The Consultancy Firm / Company should have successfully completed minimum 1 single work for the Project cost not less than 7.5 Cr as a Prime consultant in i.e. Design, Proof Checking, Project management Consultancy and Quality Control of similar Lake Developmental Works in Past 3 years in Karnataka state only. In support of this, the Consultant shall furnish Certificates duly certified by the Competent Authority of Rank not below the Executive Engineer.
e) The Consultancy Firm / Company should have successfully completed minimum 3 works for the Project cost not less than 4.5 Cr as a Prime consultant in similar Lake Developmental Works in Past 3 years in Karnataka state only. In support of this, the Consultant shall furnish Certificates duly certified by the Competent Authority of Rank not below the Executive Engineer
f) The Consultancy Firm / Company should have successfully completed minimum 3 DPR(Urban Lakes DPR) works for the Project cost not less than 10.0 Cr as a Prime consultant in similar Lake Developmental Works in Past 3 years in Karnataka state only. In support of this, the Consultant

shall furnish Certificates duly certified by the Competent Authority of Rank not below the Executive Engineer. (RFP documents submitted without the requisite Certificate issued by the competent authority will be summarily rejected).

g) Consultants must have Key professional required (as detailed in Terms of Reference) having experience in construction supervision of works to be deployed exclusively for this consultancy contract. The employer or competent authority shall furnish the CVs of the personnel and the availability of the personnel for the project till completion of the assignment

h) Consultants Must Have an established laboratory **withNABL accreditation from past 5 years or more and valid till completion of defect liability period.**

i) Consultant should have provided insurance against the risks to their staff. Shall be specified by providing **ESIC Certificate & EPF Certificate**

j) Consultant should provide with latest Valid**GST certificate**should be submitted as proof.

k) Consultant should have **Established Office with ISO certification** and should be running office from past 5 years. Proof of certificate should be submitted.

**l)** Joint Tenders are not allowed.

* Note: Financial Turnover values of last three years shall be given a weight of 10% per year to bring them to the price level of the financial Year in which the tenders are invited (2025-26). For the Financial year 2024-25 if audited statement is not available turnover certificate based on GST returns with valid UDIN number can be uploaded.

**The offer of the Consultant, who does not qualify for the above pre-qualification norms, will not be considered for further evaluation.**

To obtain first-hand information on the Assignment and on the Local Conditions, Consultants are encouraged to pay a visit to the Employer before submitting a proposal and to attend a Pre Proposal Conference if one is specified in the Data Sheet. Attending the Pre Proposal Conference is optional. The Consultants' Representatives should contact the Officials named in the Data Sheet to arrange for their visit or to obtain Additional Information on the Pre Proposal Conference. Consultants should ensure that these Officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

1.5 The Employer shall provide the Inputs specified in the Data Sheet, assist the Firm in obtaining Licenses and Permits needed to carry out the Services and make available relevant Project Data and Reports.

1.6 Please note that (i) the Costs of Preparing the Proposal and of Negotiating the Contract, including a visit to the Employer, are not reimbursable as a Direct Cost of the Assignment; and (ii) the Employer is not bound to accept any of the Proposals submitted.

1.7 The Executive Engineer, DSKL Division, BDA expects the Consultant to provide Professional, Objective and Impartial Advice and at all-time hold the Employer's interests paramount, without any consideration for future work, and strictly avoid conflicts with other Assignments or his own Corporate Interests. The Consultant shall not be hired for any Assignment that would be in

conflict with his prior or current Obligations to other Employers, or that may place him in a position of not being able to carry out the assignment in the best interest of the Employer.

1.7.1 Without limitation on the generality of this rule, the Consultant shall not be hired under the circumstances set forth below.

a. A Firm which has been engaged by the Employer to provide goods or works for a project, and any of its affiliates, shall be disqualified from providing Consulting Services for the same project. Conversely, Firm hired to provide consulting services for the preparation or implementation of a project, and any of his affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.

b. Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the Consultants.

1.7.2 As pointed out in para 1.7.1 (a) above, the Consultant may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the Factors used for the Selection of the Consultant shall take the likelihood of continuation into account. It shall be the exclusive decision of the Employer whether or not to have the extended assignment carried out, and if it is carried out, which Consultant shall be hired for the purpose.

1.8 It is BDA's Policy to require that Consultants observe the highest standard of ethics during the execution of such Contracts. In pursuance of this Policy, the BDA

a. Defines, for the Purposes of this Provision, the Terms set forth below as follows.

i. "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution and

ii. "Fraudulent Practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of BDA and includes collusive practices among Consultants (Prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive BDA of the benefits of free and open competition.

b. will reject a Proposal for Award if it determines that the Firm recommended for Award has engaged in Corrupt or Fraudulent Activities in competing for the Contract in question;

c. will declare a Firm ineligible, either indefinitely or for a stated period of time, to be awarded GOK Financed Contract if it at any time determines that the Firm has engaged in Corrupt or Fraudulent Practices in competing for, or in executing, a GOK Financed Contract and

1.9 The Consultant shall not be under a Declaration of Ineligibility for Corrupt and Fraudulent Practices issued by GOK in accordance with the above sub para 1.8 (d).

1.10 The Consultant shall be aware of the Provisions on Fraud and Corruption stated in the Standard Contract under the Clauses indicated in the Data Sheet.

## 2. Clarification and Amendment of RFP Documents

2.1 The Consultant may request a Clarification of any Item of the RFP Document up to the number of days indicated in the Data Sheet before the Proposal Submission Date. Any request for clarification must be sent through e – Procurement Website. Employer's Response will be displayed in the e – Procurement Website including a Description of the Query but without identifying its Source.

2.2 At any time before the Submission of Proposals, the Employer may, for any reason, whether at its own initiative or in response to a Clarification requested by a Prospective Firm, modify the RFP Document by Amendment. Any Amendment shall be issued in writing through Addenda. Addenda shall be displayed in the e – Procurement Website. The Employer may at its own discretion extend the Deadline for the Submission of Proposal.

## 3. Preparation of Proposal

3.1 The Consultants are requested to submit their Proposals (sub para 1.2) written in the Language(s) specified in the Data Sheet.

**Technical Proposal**

3.2 While preparing the Technical Proposal, the Consultants are expected to examine the Documents comprising this RFP in detail. Material Deficiencies in providing the Information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, the Consultants shall give particular attention to the following.

i. No joint Venturesareallowed.
ii. For Assignments on a Staff – Time Basis, the estimated number of Key Professional Staff – Months is given in the Data Sheet. The Proposal shall, however, be based on the Number of Key Professional Staff – Months estimated by the Firm.
iii. It is desirable that the Majority of the Key Professional Staff proposed be Permanent Employees of the Firm or has an extended and stable working relation with it.
iv. Proposed Key Professional Staff shall at a minimum have the Experience indicated in the Data Sheet.
v. Alternative Key Professional Staff shall not be proposed, and only one Curriculum Vita (CV) may be submitted for each position.
vi. Reports to be furnished by the Consultants as part of this Assignment must be in the Language(s) specified in the Data Sheet. It is desirable that the Firm's Personnel have a Working Knowledge of the Employer's Official Language.

3.4 The Technical Proposal shall provide the following information using the attached Standard Forms (**Section 3**).

i. A Brief Description of the Consultant's Organization and an Outline of the Recent Experience on Assignments (**Section 3B**) of a similar nature. For each Assignment, the outline shall indicate, inter alia, the Profiles and Names of the Staff provided, Duration of the Assignment, Contract Amount and Firm's Involvement.
ii. Any Comments or Suggestions on the Terms of Reference and on the Data, a List of Services and Facilities to be provided by the Employer (**Section 3C**).
iii. A Description of the Methodology and Work Plan for Performing the Assignment (**Section 3D**).
iv. The List of the proposed Staff Team, the Tasks that would be assigned to each Staff Team Member, and their Timing (**Section 3E**).
v. CVs recently signed by the proposed Key Professional Staffs and the Authorized Representative submitting the Proposal (**Section 3F**). Key Information shall include number of years working for the Firm / Entity, and Degree of Responsibility held in various Assignments during the last ten years.
vi. Estimates of the Total Staff Effort (Professional and Support Staff, Staff Time) shall be provided to carry out the Assignment, supported by Bar Chart Diagrams showing the time proposed for each Key Professional Staff Team Member (**Sections 3E and 3G**).
vii. A Detailed Description of the Proposed Methodology, Staffing, Monitoring, Training, if the Data Sheet specifies Training as a Major Component of the Assignment.
viii. Any Additional Information requested in the Data Sheet.

The Technical Proposal shall not include any Financial Information.

**Financial Proposal**

3.5 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the Assignment, including (a) remuneration for staff, and (b) reimbursable such as subsistence (per diem, housing), Transportation (national and local, for mobilization and demobilization), services and equipment (Vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of Documents, Cost surveys, if it is a major component of the assignment

3.6 The Consultant should quote their total price offer in e-procurement portal for all the services Sought by the department in the Terms of Reference, **excluding the GST**. Department will pay the Service tax/GST as per the prevailing rates. The breakup of cost shall be uploaded in the financial Bid for all items of the RFP. Consultant shall express the price of their services in Indian Rupees.

3.7 The Data Sheet indicates how long the Proposals must remain valid after the Submission Date. During this period, the Consultant is expected to keep available the Key Professional Staff Proposed for the Assignment. The Employer shall make its best effort to complete Negotiations Within this period. If the Employer wishes to extend the Validity Period of the Proposals, the Consultants who do not agree have the right not to extend the Validity of their Proposals.

## 4. Submission, Receipt and Opening of Proposals

4.1 The Electronic Tendering System for the Assignment comprises of (i) Technical Proposal and (ii) Financial Proposal. The Proposals must be electronically submitted (online through Internet) within the Date and Time published in e – Procurement Portal.

4.2 The Proposals shall contain no Alterations or Additions, except those to comply with Instructions issued by the Employer that are duly incorporated.

4.3 Each Page uploaded pertaining to the Consultant's Eligibility Criteria, Essential Conditional Criteria, Financial Criteria Documents, etc. shall be duly signed and sealed by the Consultant or a Person or Persons duly authorised to sign on behalf of the Consultant. Such Authorisation shall be indicated Bya Written Power – of – Attorney accompanying the Proposal. The Corrections, if any, shall be Made by striking of and shall be initialled with date.

4.4 No Physical Documents shall be considered. All the Participants shall produce all the Original Documents for Verification whenever necessary.

4.5 Any Consultancy Firm / Company trying to submit the Proposal after Deadline will not be accepted in the e – Procurement.

4.6 Financial Proposals will not be opened until Technical Evaluation has been completed and the Result approved and notified to all Consultants.

4.7 **Earnest Money Deposit**

4.7.1 The Consultant shall furnish, as part of his Proposal, Earnest Money Deposit (EMD) in the amount as specified in the e – Procurement Portal along with the Technical Proposal using any of the following modes.

- Credit Card.
- Direct Debit.
- National Electronic Fund Transfer (NEFT).
- Over the Counter (OTC).

4.7.2 EMD Amount shall be submitted by the Consultants taking into account of the following Conditions.

a. EMD will be accepted only in the form of Electronic Cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Government's Central Pooling Account at ICICI Bank until the Work is awarded.

b. The Consultant's Proposal will be evaluated only on Confirmation of Receipt of the Payment of EMD as indicated in Sub Clauses 4.7.1, 4.7.2 a.

4.7.3 Any Proposal not accompanied by an acceptable EMD as indicated in Sub Clause 4.7.1 and 4.7.2 above shall be rejected by the Employer as Non Responsive.

4.7.4 The Earnest Money Deposit of the Unsuccessful Consultants will be returned within 45 days of the end of the Proposal Validity Period as specified in the Data Sheet.

4.7.5 The Earnest Money Deposit of the Successful Consultant will be discharged only when the Consultant has signed the Agreement and furnished the required Performance Security.

4.7.6 The Earnest Money Deposit may be forfeited

a. If the Consultant withdraws the Proposal after Proposal Opening during the Period of Proposal Validity;

b. If the Consultant does not accept the Correction of the Price, pursuant to Clause 5.6; or

c. In the case of a successful Consultant, if the Consultant fails within the specified time limit to

i. Sign the Agreement; or

ii. Furnish the required Performance Security.

4.8 The Last Date and Time including Hours, Minutes and Seconds for Submission of the Proposal will be mentioned in the Portal. The Proposal will disappear automatically immediately after the Time of Submission is elapsed.

4.9 Consultant may modify Contents of their Technical Proposal or Financial Proposal before the Deadline for Proposal Submission mentioned in the Portal.

4.10 Consultant may withdraw their Proposals by cancelling his Proposal on the Portal only before the Deadline for Proposal Submission mentioned in the Portal.

4.11 No Proposal may be modified and withdrawn after the Deadline for Submission of Proposal.

**5. Proposal EvaluationGeneral**

5.1 From the time the Proposals are opened to the time the Contract is awarded, if any Consultant wishes to contact the Employer on any matter related to its Proposal, it shall do so in writing at the Address indicated in the Data Sheet. Any effort by the Firm to influence the Employer in the Employer's Proposal Evaluation, Proposal Comparison or Contract Award Decisions may result in the Rejection of the Consultant's proposal.

5.2 Evaluators of Technical Proposal shall have no access to the Financial Proposal until the Technical Evaluation, including its Approval by the Competent Authority is obtained.

**Evaluation of Technical Proposals**

5.3 The Evaluation Committee appointed by the Employer as a whole and each of its members individually evaluates the Proposals on the Basis of their Responsiveness to the Terms of Reference, applying the Evaluation Criteria, Sub Criteria (typically not more than three per criteria) and Point System specified in the Data Sheet. Each Responsive Proposal shall be given a Technical Score (TS). A Proposal shall be rejected at this stage if it does not respond to Important Aspects of the Terms of Reference or if it fails to achieve the minimum Technical Score indicated in the Data Sheet.

**Public Opening and Evaluation of Financial Proposals, Ranking**

5.4 After the Evaluation of all the Technical Proposals are completed, the Employer shall display in the e – Procurement Website the Name of those Consultants whose Proposals did not meet the minimum Qualifying Mark or were considered Non Responsive to the RFP and Terms of Reference, indicating that their Financial Proposals shall not be opened. The Employer shall simultaneously display in the e – Procurement Website the Names of the Consultants that have secured the minimum Qualifying Mark.

5.5 The Financial Proposal shall be opened publicly in the presence of the Consultants' Representatives who choose to attend. The Name of the Consultant, the Technical Scores and the proposed Prices shall be read aloud and recorded when the Financial Proposals are opened. The Employer shall prepare Minutes of the Public Opening.

5.6 The Evaluation Committee will determine whether the Financial Proposals are complete, (i.e. whether they have costed all Items of the corresponding Technical Proposals, if not, the Employer will cost them and add their cost to the initial price), correct any Computational Errors.

5.7 The Employer will select the Lowest Proposal ('evaluated' price) among those that have passed the Minimum Technical Score. The selected Consultant shall be invited for Negotiations.

**6. Negotiations**

6.1 Negotiations will be held at the Address indicated in the Data Sheet. The aim is to reach an Agreement on all Points and sign a Contract.

6.2 Negotiations will include a Discussion of the Technical Proposal, the Proposed Methodology (Work Plan), Staffing and any Suggestions made by the Firm to improve the Terms of Reference. The Employer and Consultant will then work out Final Term of Reference, Staffing and Bar Charts indicating Activities, Staff, and Periods in the Field and in the Home Office, Staff Months, Logistics, and Reporting. The Agreed Work Plan and Final Terms of Reference shall then be incorporated in the "Description of Services" and form part of the Contract. Special Attention shall be paid to get the most the Consultant can offer within the available budget and to clearly defining the Inputs required from the Employer to ensure satisfactory implementation of the Assignment.

6.3 Unless there are Exceptional Reasons, the Financial Negotiations shall involve neither the Remuneration Rates for Staff (no Breakdown of Fee) nor other Proposed Unit Rates.

6.4 Having selected the Consultant on the basis of, among other things, an Evaluation of Proposed Key Professional Staff, the Employer expects to negotiate a Contract on the basis of the Experts named in the Proposal. Before Contract Negotiations, the Employer shall require Controls that the Experts shall be actually available. The Employer shall not consider Substitutions during Contract Negotiations unless both Parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the Objectives of the Assignment. If this is not the case and if it is established that Key Staff offered in the Proposal was without confirming their availability, the Consultant may be disqualified.

6.5 The Negotiation will conclude with a Review of the Draft Form of the Contract. To complete Negotiation, the Employer and the Consultant shall initial the Agreed Contract. If Negotiations fail and if it is concluded that a Contract with Reasonable Terms cannot be concluded with this Consultant, the Employer shall invite the Firm who has quoted the Second Lowest Price for Negotiations. The Process shall be repeated till an Agreed Contract is concluded.

**7. Award of Contract**

7.1 The Contract will be awarded following Negotiations. After Negotiations are completed, the Employer will promptly notify other Consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those Consultants who did not pass the Technical Evaluation (sub para 5.3).

7.2 The Consultant is expected to commence the Assignment on the Date and at the Location specified in the Data Sheet.

**8. Confidentiality**

8.1 Information related to Evaluation of Proposals and Recommendations concerning Awards shall not be disclosed to the Consultants who submitted the Proposals or to other Persons not officially concerned with the Process, until the successful Consultant has been notified that it has been awarded the Contract.

**8. Performance Security/ Security Deposit – Not Applicable (NA)**

**10. Conflict of Interest**

Conflict of Interest for a Consultant is defined as

10.1 The Team Members of the Consultant should not have been employed (as an Employee) by any City or State Level Government Agency during the last 5 years preceding this Contract in Karnataka.

10.2 Any Consultant black listed or debarred by the Government of India / any State government / any other Organisations would not be eligible for Appointment as Consultant.

**DATA SHEET**

**INFORMATION TO CONSULTANTS**

**Clause**
**Reference**

1.1 The Name of the Employer: **The Executive Engineer**
**Bangalore Development Authority**

The Method of Selection: Least Cost based Selection. **(LCBS)**.

1.2 A Technical Proposal and a Financial Proposal are requested: **Yes**.

**The Name, Objectives and Description of the Assignment are:**

# Providing Project Management Consultant (PMC) For Comprehensive Development And Restoration Of BYALA KERE LAKE-2

1.3 The Assignment is phased: **No**.

1.4 A Pre Proposal Conference will be held: **Yes**.
It will be held at theOffice of the Executive Engineer, Dr. K. Shivarama Karantha Layout (DSKL), Division,Bangalore Development Authority #108G, 5th Cross, MLA Layout, RMV 2nd Stage Bhoopasandra, Bengaluru -560094

The Name (s), Address (es) and Telephone No. (s) of the Employer's Official (s) are:
**Executive Engineer**
**DSKL Division**
**Bangalore Development Authority**
**Bengaluru – 560 094**
**Phone:**

1.5 The Employer shall provide the following Inputs: **Detailed Project Report, Agreement entered between the BDA and the Contractor**.

1.7.2 The Employer envisages the need for continuity for any Downstream Work: **No**.

1.10 The Clauses on Fraud and Corruption in the Contract are **Sub Clause 2.7.1 of General Conditions of Contract**.

2.1 Clarifications may be requested up to **one days prior to Pre- Proposal conference before the submission date through e – Procurement Website only**.

3.1 Proposals should be submitted in the following Language(s): **English**.

3.3 i. Deleted.

ii. The Estimated Number of Key Professional Staff Months required for the Assignment is **to be furnished by consultant based on the Scope of Work**.

iv. The Minimum Required Experience of Proposed Key Professional Staff is:

- ❖ Team Leader cum Planning Engineer: Civil Engineering Graduate with 10 years of experience in Similar Field.
- ❖ Quality Control Engineer: 5 years' Experience in Similar Field with Graduation in Civil Engineering.
- ❖ Site Engineer: 5 years' Experience in Similar Field with Graduation / Diploma in Civil Engineering.

vi. Reports which are part of the Assignment must be written in: **English**.

3.4 vii. Training is an important Feature of this Assignment: **No**.

viii. Additional Information in the Technical Proposal includes: **Nil**.

3.10 Proposals must remain valid **90**Days after the Proposal Submission Date.

5.1 The Address to send Information to the Employer: **Office of the Executive Engineer, Dr. K. Shivarama Karantha Layout (DSKL), Division, Bangalore Development Authority #108G, 5th Cross, MLA Layout, RMV 2nd Stage, Bhoopasandra, Bengaluru -560094**

5.3 The Numbers of Points to be given under each of the Evaluation Criteria are:

i. Specific Experience of the Consultant related to the Assignment
Of Similar Nature in last 5 years — 30points
General civil engineering
Experience in urban lakes works

ii. ISO Certificate/ NABL laboratory certificate — 10 points

**Methodology**

iv. Qualification and Relevant Experience of the Key Professional Staff for the Assignment 40 points

v. Task Assignment, Manning Schedule, Work Plan 10 points

vi. Local Office in Bangalore from past 5 years 05 points

vii. Experience in Region and Language 05points
Knowledge in Kannada and English Language

**Total 100 points**

*The Numbers of Points to be given for Qualifications and Competence of the Key Professional Staffs for the Assignment are*

**Points**

i. General Qualification **10**
- Educational Qualification
- Experience in Civil Consultancy Field
- Experience in Structural Design in Bridges

ii. Adequacy for the Project **30**
- Experience in Project Management Consultancy for Lakes development in Urban Conditions

**Total 40**

The minimum Technical Score required passing: **75 Points**

6.1 The Address for Negotiations is: **Office of the Executive Engineer, Dr. K. Shivarama Karantha Layout (DSKL), Division, Bangalore Development Authority #108G, 5th Cross, MLA Layout, RMV 2nd Stage, Bhoopasandra, Bengaluru -560094**

7.2 The Assignment is expected to commence **immediately at Project Location**.

## SECTION 3

### TECHNICAL PROPOSAL – STANDARD FORMS

3A. Technical Proposal Submission Form.

3B. Consultant's References.

3C. Comments and Suggestions on the Terms of Reference and on Data, Services and Facilities to be provided by the Employer.

3D. Description of the Methodology and Work Plan for Performing the Assignment.

3E. Team Composition and Task Assignments.

3F. Format of Curriculum Vitae of Proposed Key Professional Staff.

3G. Time Schedule for Professional Personnel.

3H. Activity (Work) Schedule.

### 3A. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

From: (Name of Consultant) To: (Name and Address of Employer)

_____ _____

_____ _____

_____ _____

Dear Sir

Subject: "Name of the Work**– Technical Proposal reg."**

We, the undersigned, offer to provide the Consulting Services for the above Work in accordance with your Request for Proposal dated [*Date*], and our Proposal. We are hereby submitting our Proposals, which include this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the Period of Validity of the Proposal, i.e., before [Date] we undertake to negotiate on the basis of the Proposed Staff. Our Proposal is binding upon us and subject to the Modifications resulting from Contract Negotiations.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely

Authorized Signature:
Name and Title of Signatory:
Name of Consultant:
Address:

**3B. CONSULTANT'S REFERENCES**

**Relevant Services carried out in the Last Five Years**
**That best illustrate Qualifications**

Using the Format below, provide Information on each Reference Assignment for which your Firm / Entity, either individually as a Corporate Entity or as one of the Major Companies within an Association, was legally contracted.

<table>
<tr><td colspan="2">Assignment Name:</td><td>Country:</td></tr>
<tr><td colspan="2">Location within Country:</td><td>Key Professional Staff provided by Your Firm / Entity (profiles):</td></tr>
<tr><td colspan="2">Name of Employer:</td><td>No. of Staff:</td></tr>
<tr><td colspan="2">Address:</td><td>No. of Staff Months, Duration of Assignment:</td></tr>
<tr><td>Start Date (Month / Year):</td><td>Completion Date (Month / Year):</td><td>Approx. Value of Services (Rs.):</td></tr>
<tr><td colspan="2">Name of Associated Consultants, if any:</td><td>No. of Months of Key Professional Staffs provided by Associated Consultants:</td></tr>
<tr><td colspan="3">Name of Senior Staff (Project Director / Coordinator, Team Leader) involved and Functions performed:</td></tr>
<tr><td colspan="3">Narrative Description of Project:</td></tr>
<tr><td colspan="3">Description of Actual Services Provided by Your Staff:</td></tr>
</table>

Consultant's Name: _____

**Outline of the recent experience on assignments of similar nature of work:**

| Sl No | Name of assignment | Name of project | Cost of the project | Client | Cost of assignment | Date of commencement | Date of completion | Was assignment satisfactorily completed | Was this opened to traffic | Certificate duly certified by the Competent Authority of Rank not below the Executive Engineer enclosed or not |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |

## 3C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE EMPLOYER

On the Terms of Reference

1.

2.

3.

4.

5.

On the Data, Services and Facilities to be provided by the Employer

1.

2.

3.

4.

5.

Consultant's Name: _____

## 3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFOMING THE ASSIGNMENT

Consultant's Name: _____

## 3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

### 1. Technical / Managerial Staff

| Sl. No. | Name | Position | Task |
|---|---|---|---|
| 1.<br>2.<br>3.<br>4.<br>..<br>.. | | | |

### 2. Support Staff

| Sl. No. | Name | Position | Task |
|---|---|---|---|
| 1.<br>2.<br>3.<br>4.<br>..<br>.. | | | |

Consultant's Name: _____

**3F. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PROFESSIONAL STAFF**

Proposed Position: ……..
Name of the Consultant: …….
Name of Staff: …….
Profession: ……..
Date of Birth: ……
Years with Firm / Entity: …… Nationality: ……
Membership in Professional Societies: ……
Detailed Tasks Assigned: ……..

**Key Qualifications:**

[Give an Outline of Staff Member's Experience and Training most pertinent to Tasks on Assignment. Describe Degree of Responsibility held by Staff Member on Relevant Previous Assignments and give Dates and Locations. Use about half a page.]

**Education:**

[Summarize College / University and other Specialized Education of Staff member giving names of Schools, Dates attended, and Degrees obtained. Use about one quarter of a page.]

**Employment Record:**

[Starting with Present Position, list in reverse order every employment held. List all Positions held by Staff Member since Graduation, giving Dates, Names of Employing Organizations, Titles of Positions held, and Locations of Assignments. For experience in last five years, also give Types of Activities performed and Employer References, where appropriate. Use about two pages.]

**Languages:**

[For each Language indicate Proficiency: Excellent, Good, Fair, or Poor, in Speaking, Reading and Writing.]

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, these Data correctly describe me, my qualifications, and my experience.

_____

[Signature of Staff Member and authorized Representative of the Consultant]

**Date:** Day / Month / Year

Full Name of Staff Member: ……

Full Name of Authorized Representative: …….

Consultant's Name: _____

**3G. TIME SCHEDULE FOR PROFFESSIONAL PERSONNEL**

| Sl. No. | Name | Position | Reports Due/ Activities | Months (in the form of a Bar Chart)* | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | Number of Months |
| 1. | | | | | | | | | | | | | | | | Sub total (1) |
| 2. | | | | | | | | | | | | | | | | Sub total (2) |
| 3. | | | | | | | | | | | | | | | | Sub total (3) |
| 4. | | | | | | | | | | | | | | | | Sub total (4) |

Full time: _____ Part time: _____

Reports Due: _____

Activities Duration: _____

Signature: _____

* The Schedule should be for the Period of Completion of Assignment (Authorized Representative)

FullName: _____

Title: _____

Address:

**3H. ACTIVITY (WORKS) SCHEDULE**

**A. Field Investigation and Study Items**:

| | | **Month wise Program (in form of Bar Chart)**[++] **[*1st, 2nd, etc. are from the Start of Assignment*]** | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Sl. No. | Item of Activity (Work) | 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th | 11th | 12th |
| | …… | | | | | | | | | | | | |
| | …… | | | | | | | | | | | | |
| | …… | | | | | | | | | | | | |
| | …… | | | | | | | | | | | | |
| | …… | | | | | | | | | | | | |

[++] The Program should be Period of Completion of Assignment.

**B. Completion and Submission of Reports**

| Reports[*] | Programme: (Date) |
|---|---|
| 1. Inception Report | |
| 2. Interim Progress Report<br>• Fortnight Report<br>• Monthly Report | |
| 3. Draft Report | |
| 4. Final Completion Report | |

[*] **Modify as required for the Assignment**

**SECTION 4**

**FINANCIAL PROPOSAL – STANDARD FORMS**

4A. Financial Proposal Submission Form

4B. Summary of Costs

4C. Breakdown of Costs

**4A. FINANCIAL PROPOSAL SUBMISSION FORM**

[Location, Date]

From: (Name of Consultant)

To: (Name and Address of Employer)
_____
_____
_____
_____

Dear Sir

Subject: Name of the Work :……Financial Proposal reg.

We, the undersigned, offer to provide the Consulting Services for the above in accordance with your Request for Proposal dated [*Date*], and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [*Amount in Words and Figures*].

Our Financial Proposal shall be binding upon us subject to the Modifications resulting from Contract Negotiations, up to expiration of the Validity Period of the Proposal, i.e., [*Date*].

We undertake that, in competing for (and, if the award to us, in executing) the above Contract, we will strictly observe the Laws against Fraud and Corruption in force in India namely "Prevention of Corruption Act 1988".

We understand you are not bound to accept any Proposal you receive.

Yours sincerely

Authorized Signature:
Name and Title of Signatory:
Name of the Consultant:
Address:

**4B. SUMMARY OF COSTS**

| Sl. No. | Description[@] | Amount (Rupees) |
|---|---|---|
| 1. | Remuneration for Key Professional Staff | |
| 2. | Supporting Staff | |
| 3. | Transportation | |
| 4. | Duty Travel to Site | |
| 5. | Office Rent | |
| 6. | Office Supplies, Utilities and Communication | |
| 7. | Office Furniture and Equipment | |
| 8. | Reports and Document Printing | |
| 9. | Surveys | |
| | **Total Cost** | |
| | | |
| | **Total Cost (Excluding Service Tax)** | |

**Note: The Ceiling Cost of the Consultancy is as shown in the Summary of Costs. Payments will be made as per Stipulations of the Special Conditions of Contract. The Break-up of Cost as given in Format 4C is to facilitate Assessment of Reasonableness of Costs and conducting Negotiations in accordance with Clause 6 of the Information to Consultants.**

[@] Modify the Items as appropriate for the Consultancy Assignment.

**4C. BREAKDOWN OF COSTS (Rs.)**

**I. REMUNERATION FOR STAFF**

| Sl. No. | Position | Name | Rate* (Rs.) | SM | Amount (Rs.) |
|---|---|---|---|---|---|
| | **Key Professional Staff** | | | | |
| 1. | | | | | |
| 2. | | | | | |
| 3. | | | | | |
| 4. | | | | | |
| 5. | | | | | |
| 6. | | | | | |
| | **Sub Total** | | | | |
| | **Sub Key Professional Staff** | | | | |
| 1. | | | | | |
| 2. | | | | | |
| 3. | | | | | |
| 4. | | | | | |
| 5. | | | | | |
| | **Sub Total** | | | | |
| | **Total** | | | | |

*SM – Staff Month*

**II. REMUNERATION FOR SUPPORT STAFF**

| Sl. No. | Position | Name | Rate* (Rs.) | SM | Amount (Rs.) |
|---|---|---|---|---|---|
| 1.<br>2.<br>3.<br>4. | | | | | |
| | | | | **Total** | |

*SM – Staff Month*

* Provide the Break up of the Rates to show the Basic Salary, Social Costs and Overhead.

**III. Transportation (Reimbursable)** # Total:

**IV. Duty Travel to Site (Reimbursable)** # Total:

**V. Office Rent (Reimbursable)[#]** Total:

[#] Prepare Details as Appropriate for the Consultancy Assignment.

**VI. Office Supplies, Utilities and Communication (Reimbursable)**

| Sl. No. | Item[*] | Months | Monthly Rate (Rs.) | Amount (Rs.) |
|---|---|---|---|---|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |
| | | **Total** | **----------** | |

[*] Prepare Details as Appropriate for the Consultancy Assignment.

**VII. Office Furniture and Equipment (Reimbursable)**

| Sl. No. | Description[*] | Unit | Quantity | Rate (Rs.) | Amount (Rs.) |
|---|---|---|---|---|---|
| | **Office Furniture (Purchase)** | | | | |
| 1. | | | | | |
| 2. | | | | | |
| 3. | | | | | |
| 4. | | | | | |
| 5. | | | | | |
| 6. | | | | | |
| | **Office Equipment (Purchase)** | | | | |
| 1. | | | | | |
| 2. | | | | | |
| 3. | | | | | |
| 4. | | | | | |
| 5. | | | | | |
| 6. | | | | | |
| | | | | **Total** | |

[*] Prepare Details as Appropriate for the Consultancy Assignment.

**VIII. Reports and Document Printing**

| Sl. No. | Description* | Number | No. of Copies | Rate per Copy (Rs.) | Amount (Rs.) |
|---|---|---|---|---|---|
| 1.<br>2.<br>3.<br>4.<br>5. | | | | | |
| | | | | **Total** | |

**IX. Topographical Surveys (if any)***

* Prepare Details as Appropriate for the Consultancy Assignment.

**SECTION 5**
**TERMS OF REFERENCE (TOR)**

## 5.1 Background

TheProject .....
……
……..

These being the Background, the Bangalore Development Authority has proposed to develop lakes …….

## 5.2 Objectives

The main Objectives of this Assignment are

a. To monitor Physical Progress of the Works to be completed in Scheduled Time Frame.
b. To be responsible for Quality Control both for Materials and Workmanship and day – to – day Supervision of each Activity.
c. To deploy the Professional and Subordinates as per the Need of Assignment for day – to – day Supervision of the Works.
d. To obtain Independent and Objective Assessment of the Technical Quality of all ConstructionWorks to be completed and to assure that the Works are constructed with Construction Materials as per Standards and Norms.
e. To verify the Methodology, Workmanship and Quality of various Materials / Elements / Product of the Works.
f. To point out if there are any Discrepancies / Errors / Omissions and give Suggestions and Remedial Measures.

## 5.3 Broad Scope of Work of Project Management Consultant

The Consultant's Scope of Services shall consist of the following.

### 5.3.1 Project Management Stage

a. The Project Management Consultant shall perform all the Duties, Liabilities, Functions and Obligations as laid down with Reasonable Skill, Care and Diligence and also ensure that the Works are executed at Site strictly as per the Approval granted by the Employer / Govt. of Karnataka / concerned Local Authorities and as per the Terms and Conditions of the Contract Agreement entered between the Employer and the Respective Contractors, within the given Time Frame and Budget Provisions.
b. The Project Management Consultant will be required, during the Construction Phase to provide the Field Supervision and sufficient Technical Assistance (Staff) to keep check on Quality Control of the Work at Site on daily basis. For this purpose, the Project Management Consultant shall have to post their Engineer – in – Charge at the Site of Work and provide the agreed necessary and adequate Technical Staff for Supervision and exercising Adequate and Constant Day to Day Technical Supervision over the Construction including giving Layout and Alignment, its Checking, Checking

Requirements of Materials and Equipment and their Procurement in time, conforming to Approved Specifications and Accepted Standards.

e. **The Scope under this Phase of the Assignment shall include, inter alias, the following**.

i. Complete Day to Day Supervision of the Corridor Improvement Works Development Works ensuring Quality Control in accordance with the Tender Stipulations, Specifications, Drawings and Site Conditions. The Quality Control shall be exercised at all Stages of Construction, viz., Approval of Materials, Inspection of Equipment, Usage thereof in proper Proportions and Workmanship at all Stages of Execution of each Items of Work.

ii. Consultants should contain Civil Laboratory and conduct the required Necessary tests and provide Test reports for the same.

iii. Suggesting Modifications, if any, due to the Site Conditions and submit the Recommendations along with Cost Variations on account of the same to the Employer for approval.

iv. Ensure Regular and Timely Flow of Approved Working Drawings / Instructions so that to complete the Works without any Delay on account of the same.

v. Verification and recommendation for Payment by the Employer of Contractor's Periodic or Stage wise Bills for the Work done and Material / Plant Advance, keeping Record of Joint Measurement of Work and Certification of the Bills that the Work is in accordance with the Design, Quality, etc. and maintain necessary Site Computerized Measurement Records and other Site Records, which shall be made available to the Employer for Verifications / Authentication if required by the Employer.

vi. Monitoring Progress by using Modern Methods of Control such as Computerized bar chart, Submission of Progress Reports of Work executed monthly. Reports for both Financial and Physical Progress with reference to Prefixed Targets shall be prepared. Constant Review of Progress within present time and Cost Parameters shall be done. The Consultant shall have to suggest Improvements from time to time. The Consultant shall inform the Employer about the Progress of the Project vis – a – vis PERT / CPM Controls on fortnightly basis.

vii. Complete Administration and Management of Contract till Period of completion.

viii. Coordination with other Contracting Agencies, the Agencies like KFD,KLCDA,KPWD, NHAI, Traffic Police, BDA, BESCOM, BSNL, BWSSB, BMRCL, KPCL, BDA and any other Local Authorities, etc., which may be expected to be working in the same area.

ix. The Project Management Consultant shall be responsible for assessing, verifying and sending Replies to the Day to Day Issues raised by the Contractor during the Execution of Work or after Completion of the Work. However, in case of any Claims with Financial Implication, Approval of the Employer shall be obtained. Nothing Extra shall be paid to the Consultant for such Works.

### 5.3.2 Completion Stage and Handing over Stage

a. Obtain and submit all the Records from the Contractor and the Records of any Changes made in the Works during the Progress of Works and submit required number of Completion Reports and Completion Drawings for the Project.

b. Obtain Certification from Consultant / Contractor and submit "As Built Drawings" prepared by the Contractor at an Appropriate Scale indicating the Details of Works, Structure and Services duly authenticating and supply six (3) copies of As Built / Completion Drawings to the Employer.
c. Obtain from the Contractor and submit two (2) soft copies of the Complete Set of Drawings / Documents and two (2) copies of Drawings on Reproducible Paper for the Works executed to the Employer.
d. Verification of Work on its completion and issuing Completion Certificates (Virtual as well as Actual) for the Completed Works so that to enable the Employer to record Completion of the Works.
e. Verification by taking and recording Joint Measurements of the Final Bill to be submitted by the Contractor, process, certify and recommend as per the Terms and Conditions of the Contract Agreement for Release of Final Payment by the Employer and attend to the Observations / Queries raised while processing the same for Payments by the Employer.
f. The Project Management Consultant shall also submit necessary Information as required by the Employer for Finalization of Accounts and commit to continue till the Accounts are finalized at agreed upon Terms.
g. The Project Management Consultant shall maintain Complete Documentation and render all Technical Services as may in any way relate to or arise out of the Construction of the said Work as have been entrusted to the Project Management Consultant by the Employer. The Project Management Consultant shall furnish the Drawings and Details required for obtaining Statutory Approval / Approvals of the Employer or the Maintenance Agency appointed by the Employer for the said purpose, with respect to the Completed Works.
h. The Completed Works shall be handed over by the Project Management Consultant along with the Necessary Documentation in Pre-Determined Phases to the Employer or the Appointed Agency or any Allottee / Occupant authorized by the Employer. The Consultant shall also promptly attend to any Defects / Deficiency noticed in the Completed Works within the Scope of Work of Execution without demur and get it rectified by the Construction Agency. Verification of Rectification Details, Supervision and Certification of the Rectification Works shall be the Responsibility of the Project Management Consultant.

i. The Employer may deploy Third Party Consultant for Proof Checking of the work/Structure. The Project Management Consultant shall abide by the Instructions / Suggestions given by the Third-Party Consultant for the successful completion of the Project.

## 5.4 Reports and Time Schedule

### 5.4.1 Reports

The Consultant shall submit the Reports both in Hard and Soft Copies in English and in MS WORD / MS EXCEL Format and presented on Metric A4 Size Paper. Each of the Reports shall be presented to BDA as an Audio-Visual Presentation as and when requested.

### 5.4.2 The Various Outputs required from the Work carried out as stated in the Scope of Services are as follows.

| Sl. No. | Description | Submission in Time from the Commencement of Services | No. of Copies |
|---|---|---|---|
| 1. | Inception Report covering Approach and Methodology | 20$^{th}$ day from the Start Date | 1 |
| 2. | Monthly Progress Report | 5$^{th}$ day of the every month | 1 |
| 3. | Completion Report and Maintenance Manual | 30 days after Completion of the Works (Provisional Acceptance) | 1 |
| 4. | As Built Drawings furnished by the Contractor | 45 days after Completion of the Works (Provisional Acceptance) | 1 |

## 5.5 Key Staff Requirement

It is expected that the Consultant's Team consists of the following Key Staff.

- Team Leader cum Planning Engineer– 1 No. (As required)
- Quality Control Engineer – 1 No. (Billing Purpose)
- Site Engineers1 Nos.

These Key Persons shall adequately be supported by the following Staffs based at Consultant's Office.

- Project Coordinator – 1 No.
- Structural Engineer – 1 No.
- Quantity and Contract Engineer – 1 No.
- Surveyor-1 No.
- AUTOCAD Drafting Personal – 2Nos.

## 5.6 Reviews

The Executive Engineer, DSKL, Division, BDA shall make Periodic Reviews of the Progress of the Work but there are a number of Key Outputs, which will condition the Continuing Work. The Consultant shall also produce Working Papers on Important Issues as required by the Executive Engineer, DSKL, Division, BDA.

## 5.7 Study Administration - NA

**5.8 Services during the Defects Liability Period**

During this period, the Project Management Consultant shall undertake the following.

a. Inspect the Works prior to the Expiry of the Contractor's Defects Liability Period, Preparation of a Final Deficiency List, if required, Supervision of Remedial Works and Recommendation to the BDAup to the Date of the Final Inspection of Works.

b. Carry out Final Inspection of Works together with the Representatives of the BDA and the Construction Agency.

c. Prepare and assist BDA in issuing the Defects Liability Certificate and Completion Certificate.

d. Prepare the Final Payment Certificate /Clearance certificate to contractor

**SECTION 6**

**CONTRACT FOR CONSULTANT'S SERVICES**

**Between**

**_____**

**[Name of the Employer]**

**and**

**_____**

**[Name of Consultants]**

**Date:**

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Appendix E – Breakdown of Contract Price in Indian Rupees
Appendix F – Form of Bank Guarantee for Performance Security

## I. FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made the _____ day of the month of _____, 200___ , between, on the one hand, _____ (hereinafter called the "Employer") and, on the other hand, _____(hereinafter called the "Consultants").
[*Note: If the Consultants consist of more than one entity, the above should be partially amended to read as follows:
".....(hereinafter called the "Employer") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Employer for all the Consultants' obligations under this Contract, namely, _____ and _____ (hereinafter called the "Consultants.")"]

WHEREAS

a. The Employer has requested Consultant to provide certain Consulting Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services").
b. The Consultant, having represented to the Employer that they have the required Professional Skills, and Personnel and Technical Resources, have agreed to provide the Services on the Terms and Conditions set forth in this Contract.

NOW THEREFORE the Parties hereto hereby agree as follows:

1. The following Documents attached hereto shall be deemed to form an Integral Part of this Contract.
   a. The General Conditions of Contract (hereinafter called "GC");
   b. The Special Conditions of contract (hereinafter called "SC");
   c. The following Appendices:
      Appendix A: Description of the Services
      Appendix B: Reporting Requirements
      Appendix C: Key Personnel and Sub consultants
      Appendix D: Services and Facilities to be provided by the Employer
      Appendix E: Breakdown of Contract Price
      Appendix F: Form of bank Guarantee for Advance payments

[*Note:If any of these Appendices are not used, the words* "Not Used" *should be inserted below next to the title of the Appendix on the Sheet attached hereto carrying the title of that Appendix.*]

2. The Mutual Rights and Obligations of the Employer and the Consultant shall be as set forth in the Contract, in particular:
   a. The Consultant shall carry out the Services in accordance with the Provisions of the Contract; and
   b. The Employer shall make Payments to the Consultant in accordance with the Provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be singed in their Respective Names as of the day and year first above written.

FOR AND ON BEHALF OF

[NAME OF EMPLOYER]
By
(Authorized Representative)

FOR AND ON BEHALF OF
[NAME OF CONSULTANT]
By
(Authorized Representative)

## II. GENERAL CONDITIONS OF CONTRACT

### 1.0 GENERAL PROVISIONS

### 1.1 Definitions

Unless the Context otherwise requires, the following Terms whenever used in this Contract have the following meanings:

a. "Applicable Law" means the Laws and any other Instruments having the Force of Law in India, as they may be issued and in force from time to time.
b. "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the Documents listed in Clause 1 of such signed Contract.
c. "Effective Date" means the Date on which this Contract comes into Force and Effect pursuant to Clause 2.1 of GC.
d. "Contract Price" means the Price to be paid for the Performance of the Services, in accordance with Clause 6 of GC.
e. "GC" means the General Conditions of Contract.
f. "Government" means the Government of Karnataka.
g. "Local Currency" means Indian Rupees.
h. "Member", in case the Consultant consists of a Joint Venture of more than one Entity, means any of these Entities, and "Members" means all of these Entities; 'Member in Charge' means the Entity specified in the SC to act on their behalf in exercising all the Consultant's Right and Obligations towards the Employer under this Contract.
i. "Party" means the Employer or the Consultant, as the case may be, and Parties means both of
them.
j. "Personnel" means Persons hired by the Consultant or by any Sub Consultant as Employees and assigned to the Performance of the Services or any part thereof; and 'Key Personnel' means the Personnel referred to in Clause 4.2 (a) of GC.
k. "SC" means the Special Conditions of Contract by which these General Conditions of Contact may be amended or supplemented.
l. "Services" means the Work to be performed by the Consultants pursuant to this Contract as described in Appendix A.
m. "Sub Consultant" means any Entity to which the Consultant subcontracts any Part of the Services in accordance with the provisions of Clauses 3.5 and 4.
n. 'Third party" means any Person or Entity other than the Government, the Employer, the Consultant, or a Sub Consultant.

**1.2 Law Governing the Contract**

This Contract, its Meaning and Interpretation, and the Relation between the Parties shall be governed by the Applicable Law.

**1.3 Language**

This Contract has been executed in English Language, which shall be the Binding and Controlling Language for all Matters relating to the Meaning or Interpretation of the Contract.

**1.4 Notices**

Any Notice, Request or Consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or fax to such Party at the address specified in the SC.

**1.5 Location**

The Services shall be performed at such Locations as are specified in Appendix A

**1.6 Authorized Representatives**

Any Action required or permitted to be taken, any Document required or permitted to be executed, under this Contract by the Employer or the Consultant may be taken or executed by the Officials specified in the SC.

**1.7 Taxes and Duties**

**The Consultant, and their Personnel shall pay such Taxes, Duties, Fees and other Impositions as may be levied under the Applicable Law. However Employer will pay the Goods and Service Tax at prevailing rates**

**2.0 Commencement, Completion, Modification and Termination of Contract**

**2.1 Effectiveness of Contract**

This Contract shall come into Effect either on the Date when the Contract is signed by both the Parties or on such other Date as may be stated in the SC.

**2.2 Commencement of Services**

The Consultant shall begin carrying out the Services within seven (7) days after the Date the Contract becomes Effective, or at such other Date as may be specified in the SC.

**2.3 Expiration of Contract**

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the Completion of Project.

**2.4 Modification**

Modification of the Terms and Conditions of this Contract, includingany Modification of the Scope of the Services or of the Contract Price, may only be made by Written Agreement between the Parties.

## 2.5 Force Majeure

### 2.5.1 Definition

For the purposes of this Contract, "Force Majeure" means an Event which is beyond the reasonable Control of a Party, and which makes a Party's Performance of its Obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

### 2.5.2 No Breach of Contract

The Failure of a Party to fulfil any of its Obligations under the Contract shall not be considered to be a Breach of, or Default under this Contract so far as such Inability arises from an Event of Force Majeure, provided that the Party affected by such an event (a) has taken all Reasonable Precautions, Due Care and Reasonable Alternative Measures in order to carry out the Terms and Conditions of this Contract, and (b) has informed the other Party as soon as possible about the Occurrence of such an Event.

### 2.5.3 Extension of Time

Any Period, within which a Party shall, pursuant to this Contract, complete any Action or Task, shall be extended for a Period equal to the time during which such Party was unable to perform such Action as a Result of Force Majeure.

### 2.5.4 Payments

During the Period of their Inability to Perform the Services as a Result of an Event of Force Majeure, the Consultant shall be entitled to continue to be paid under the Terms of this Contract, as well as to be reimbursed for Additional Costs reasonably and necessarily incurred by him during such period for the purposes of the Services and in reactivating the Service after the end of such period.

## 2.6 Suspension

The Employer may by Written Notice of Suspension to the Consultants, suspend all Payments to the Consultant hereunder if the Consultant fail to perform any of his Obligations under this Contract, including the carrying out of the Services, provided that such Notice of Suspension (i) shall specify the Nature of the Failure, and (ii) shall request the Consultant to remedy such Failure within a period not exceeding thirty (30) days after receipt by the Consultant of such Notice of Suspension.

## 2.7 Termination

### 2.7.1 By the Employer

The Employer may terminate this Contract, by not less than thirty (30) days' Written Notice of Termination to the Consultants, to be given after the Occurrence of any of the Events specified in Paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days in the case of the Event referred to in (e).

a. If the Consultant does not remedy a Failure in the Performance of his Obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Employer may have subsequently approved in writing.

b. If the Consultant (or any of their Members) becomes insolvent or bankrupt.
c. If, as the result of Force Majeure, the Consultant is unable to perform a Material Portion of the Services for a period of not less than sixty (60) days ; or
d. If the Consultant, in the Judgment of the Employer has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Contract.

**For the purpose of this Clause**

i. "Corrupt Practice" means the Offering, Giving, Receiving or Soliciting of anything of value to influence the Action of a Public official in the selection process or in contract execution.

ii. "Fraudulent Practice" means a Misrepresentation of Facts in order to influence a Selection Process or the Execution of a Contract to the detriment of the Employer, and includes Collusive Practice among Consultants (prior to or after Submission of Proposals) designed to establish Prices at Artificial, Non Competitive Levels and to deprive the Employer of the Benefits of Free and Open Competition.

e. If the Employer, in its sole discretion and for any Reason whatsoever, decides to terminate this Contract.

**2.7.2 By the Consultant**

The Consultant may terminate this Contract, by not less than thirty (30) days' Written Notice to the Employer, such Notice to be given after the Occurrence of any of the Events specified in Paragraphs (a) through (c) of this Clauses 2.7.2.

a. If the Employer fails to pay any monies due to the Consultant pursuant to this Contract and not subject to Dispute pursuant to Clause 7.0 hereof within forty five (45) days after receiving Written Notice from the Consultant that such Payment is overdue.
b. If the Employer is in Material Breach of its Obligations pursuant to this Contract and has not remedied the same with in forty five (45) days (or such longer period as the Consultant may have subsequently approved in Writing) following the Receipt by the Employer of the Consultant's Notice specifying such Breach.
c. If, as the Result of Force Majeure, the Consultant is unable to perform a Material Portion of the Services for a Period of not less than sixty (60 )days.

**2.7.3 Cessation of Rights and Obligations**

Upon Termination of this Contract pursuant to Clause 2.7, or upon expiration of this Contract pursuant to Clause GC 2.3, all Rights and Obligations of the Parties hereunder shall cease except

i. Such Rights and Obligations as may have occurred on the Date of Termination or Expiration.
ii. The Obligation of Confidentiality set forth in Clause GC 3.3 hereof.
ii. Any Right which a Party may have under the Applicable Law.

**2.7.4 Cessation of Services**

Upon Termination of this Contract by Notice of either Party to the other pursuant to Clause GC 2.7.1 or GC 2.7.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all Necessary Steps to bring the Services to a close in a prompt and orderly manner and shall make every Reasonable Effort to keep Expenditures for this purpose to a minimum. With respect to Documents prepared by the Consultant and Equipment and Materials furnished by the Employer, the Consultant shall proceed as provided, respectively, by Clauses GC 3.7 and GC 3.8.

**2.7.5 Payment upon Termination**

Upon Termination of this Contract pursuant to Clauses 2.7.1 and 2.7.2, the Employer shall make the following payments to the Consultant.

a. Remuneration pursuant to Clause 6.0 for Services satisfactorily performed prior to the Effective Date of Termination.
b. Except in the case of Termination pursuant to paragraphs (a) and (b) of Clause 2.7.1, Reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

**3.0 Obligations of the Consultant**

**3.1 General**

The Consultant shall perform the Services and carry out his Obligations hereunder with all due Diligence, Efficiency and Economy, in accordance with generally accepted Professional Techniques and Practices, and shall observe Sound Management Practices, and employ Appropriate Advanced Technology and Safe Methods. The Consultant shall always act, in respect of any Matter relating to this Contract or to the Services, as Faithful Advisers to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Sub Consultants or Third Parties.

**3.2 Conflict of Interests**

**3.2.1 Consultant not to benefit from Commissions, Discounts, etc.**

The Remuneration of the Consultant pursuant to Clause 6.0 shall constitute the Consultant's Sole Remuneration in connection with this Contract or the Services, and the Consultant shall not accept for his own benefit any Trade Commission, Discount or similar Payment in connection with Activities pursuant to this Contract or to the Services or in the Discharge of their Obligations under the Contract, and the Consultants shall use their best Efforts to ensure that the Personnel, any Sub Consultants, and Agents of either of them, similarly shall not receive any such Additional Remuneration.

**3.2.2 Procurement Rules of Funding Agencies**

If the Consultant, as part of the Services, have the Responsibility of advising the Employer on the Procurement of Goods, Works or Services, the Consultant shall comply with any Applicable Procurement Guidelines of the Funding Agencies and shall at all times exercise such Responsibility in the best interest of the Employer. Any Discounts or Commissions obtained by the Consultant in the exercise of such Procurement Responsibility shall be for the Account of the Employer.

**3.2.3 Consultant and Affiliates not to engage in certain Activities**

The Consultant agrees that, during the Term of this Contract and after its Termination, the Consultant and his Affiliates, as well as any Sub Consultant and any of its Affiliates, shall be disqualified from providing Goods, Works or Services (other than the Services and any Continuation thereof) for any Project resulting from or closely related to the Services.

### 3.2.4 Prohibition of Conflicting Activities

Neither the Consultant nor his Sub Consultants nor the Personnel shall engage, either directly or indirectly, in any of the following Activities.

a. During the Term of this Contract, any Business or Professional Activities in the Government's Country which would conflict with the Activities assigned to him under this Contract; or
b. After the Termination of this Contract, such other Activities as may be specified in the SC.

### 3.3 Confidentiality

The Consultant, his Sub Consultants, and the Personnel of either of them shall not, either during the Term or within two (2) years after the Expiration of this Contract, disclose any Proprietary or Confidential Information relating to the Project, the Services, this Contract, or the Employer's Business or Operations without the Prior Written Consent of the Employer.

### 3.4 Insurance to be taken out by the Consultant

The Consultants (a) shall take out and maintain, and shall cause any Sub Consultants to take out and maintain at their (or the Sub Consultant's, as the case may be) own cost but on terms and conditions approved by the Employer, Insurance against the Risks, and for the Coverage, as shall be specified in the SC; and (b) at the Employer's Request, shall provide evidence to the Employer showing that such Insurance has been taken out and maintained and that the current premiums have been paid.

### 3.5 Consultant's Actions requiring Employer's Prior Approval

The Consultant shall obtain the Employer's Prior approval in Writing before taking any of the following Actions.

a. Entering into a Subcontract for the Performance of any Part of the Services, it being understood (i) that the Selection of the Sub Consultant and the Terms and Conditions of the Subcontract shall have been approved in Writing by the Employer prior to the Execution of the Subcontract, and (ii) that the Consultant shall remain fully Liable for the Performance of the Services by the Sub Consultant and its Personnel pursuant to this Contract.
b. Appointing such Members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub Consultants"), and
c. Any other Action that may be specified in the SC.

**3.6 Reporting Obligations**

The Consultant shall submit to the Employer the Reports and Documents specified in Appendix B in the Form, in the Numbers, and within the Periods set forth in the said Appendix.

**3.7 Documents prepared by the Consultant to be the Property of the Employer**

All Plans, Drawings, Specifications, Designs, Reports and other Documents and Software submitted by the Consultant in accordance with Clause 3.6 shall become and remain the Property of the Employer, and the Consultant shall, not later than upon Termination or Expiration of this Contract, deliver all such Documents and Software to the Employer, together with a Detailed Inventory thereof. The Consultant may retain a Copy of such Documents and Software. Restrictions about the future use of these Documents, if any, shall be specified in the SC.

**3.8 Equipment and Materials furnished by the Employer**

Equipment and Materials made available to the Consultant by the Employer or purchased by the Consultant with Funds provided by the Employer shall be the property of the Employer and shall be marked accordingly. Upon Termination or Expiration of this Contract, the Consultant shall make available to the Employer in accordance with the Employer's Instructions. While in possession of such Equipment and Materials, the Consultant, unless otherwise instructed by the Employer in writing, shall insure them at the Expense of the Employer in an amount equal to their Replacement Value.

**4.0 Consultant's Personnel and Sub Consultants**

**4.1 Description of Personnel**

The Titles, Agreed Job Descriptions, Minimum Qualifications and Estimated Periods of Engagement in carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub Consultants listed by Title as well as by Name in Appendix C are hereby approved by the Employer.

**Removal and / or Replacement of Personnel**

a. Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If for any Reason beyond the Reasonable Control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall forthwith provide as a Replacement a Person of Equivalent or Better Qualifications.
b. If the Employer finds that any of the Personnel have (i) committed Serious Misconduct or has been charged with having committed a Criminal Action, or (ii) have Reasonable Cause to be dissatisfied with the Performance of any of the Personnel, then the Consultant shall, at the Employer's Written Request specifying the Grounds therefore, forthwith provide as a Replacement a person with Qualifications and Experience acceptable to the Employer.
c. The Consultant shall have no Claim for Additional Costs arising out of or incidental to any Removal and / or Replacement of Personnel.

**5.0 Obligations of the Employer**

**5.1 Assistance and Exemptions**

Unless otherwise specified in the SC, the Employer shall use its best efforts to ensure that the Government shall

a. Issue to Officials, Agents and Representatives of the Government all such Instructions as may be Necessary or Appropriate for the Prompt and Effective Implementation of the Services.
b. Assist the Consultant and the Personnel and any Sub consultants employed by the Consultants for the Services from any Requirement to register or obtain any Permit to practice their Profession or to establish themselves either individually or as a Corporate Entity according to the Applicable Law.
c. Provide to the Consultant, Sub Consultants and Personnel any such other Assistance as may be specified in the SC.

**5.2 Services and Facilities**

The Employer shall make available to the Consultant and its Personnel, for the Purposes of the Services and Free of any Charge, the Services, Facilities and Property described in Appendix D at the time and in the manner specified in said Appendix D, provided that if such Services, Facilities and Property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any Time Extension that it may be appropriate to grant to the Consultant for the Performance of the Services, (ii) the Manner in which the Consultant shall procure any such Services, Facilities and Property from other Sources, and (iii) the Additional Payments, if any, to be made to the Consultants as a result thereof.

**6.0 Payment to the Consultant**

**6.1 Lump Sum Remuneration**

The Consultant's Total Remuneration shall not exceed the Contract Price and shall be a Fixed Lump Sum including all Staff Costs, Sub Consultants' Costs, Printing, Communications, Travel, Accommodation, and the like, and all other Costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in clause 6.2 if the Parties have agreed to Additional Payments in accordance with Clause 2.4.

**6.2 Contract Price**

The Contract Price is set forth in the SC.

**6.3 Payment for Additional Services**

For the Purpose of Determining the Remuneration due for Additional Services as may be agreed under Clause 2.4, a Breakdown of the Lump Sum Price is provided in Appendices D and E.

**6.4 Terms and Conditions of Payment**

Payment will be made to the Account of the Consultant and according to the Payment Schedule stated in the SC unless otherwise stated in the SC, the First Payment shall be made against the provision by the Consultant of a Bank Guarantee for the same amount, and shall be valid for the Period stated in the SC. Any other Payment shall be made after the Conditions listed in the SC for such Payment have been met, and the Consultant has submitted an Invoice to the Employer specifying the amount due.

**6.5 Interest on Delayed Payments**

Deleted.

**7.0 Settlement of Disputes**

**7.1 Amicable Settlement**

The Parties shall use their best efforts to settle amicably all Disputes arising out of or in connection with this Contract or its Interpretation.

**7.2 Dispute Settlement**

Any Dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after Receipt by one Party of the other Party's request for such Amicable Settlement may be submitted by either party for Settlement in accordance with the Provisions specified in the SC

## III. SPECIAL CONDITIONS OF CONTRACT

**GC Clause Reference**

1.1 (h)] The Member in Charge is Executive Engineer, DSKL Division, BDA

1.4] The Addresses are:

**Employer** :

Attention : _____
Telex : _____
Fax : _____
E – mail : _____

**Consultant** : _____
_____
_____

Attention : _____
Telex : _____
Fax : _____
E – mail : _____

Notice shall be deemed to be effective as follows:

a. In the case of Personal Delivery or Registered Mail, on delivery.
b. In the case of Telex / E – mail, 24 hours following Confirmed Transmission.
c. In the case of Telegrams, 24 hours following Confirmed Transmission and
d. In the case of Facsimiles, 24 hours following Confirmed Transmission.

1.6] The Authorized Representatives are:

For the Employer:

For the Consultant:

1.7] The Consultant and its Personnel shall pay the Taxes, Duties, Fees, Levies and other Impositions levied under the Existing, Amended or Enacted Laws during the Life of this Contract and the Employer shall perform such Duties in regard to the Deduction of such Taxes as may be lawfully imposed.

However, the Consultancy Goods and Service Tax payable for this Consultancy Services shall be paid / reimbursed by the Employer separately as per the prevailing rate.

2.1] The Date on which this Contract shall come into Effect is: The Date of Agreement.

2.2] Commencement of Services shall be as mentioned in the GC.

2.3] Expiration of Contract shall be at the end of Defect Liability Period.

5.1 (c)] Deleted.

6.2] The Amount of Contract is Rs. _____.

**6.4] Payment Schedule**

**Consultancy fee will be paid at an agreed amount. Payment to the consultant shall be done in proportion to the Physical &financial progress achieved by the construction agency. No additional payment for consultancy job is permissible for extended period of contract and the lump sum fee quoted shall be final and inclusive of work during the extended period and services during defect liability period. For the purpose of consultancy fee payment, the quoted lump sum amount shall be Exclusive of Goods and Service Tax which shall be paid at prevailing rate.**

The Payment shall be made within 60 days of Receipt of the Invoice and within 90 days in the case of the Final Payment.

7.2] Disputes shall be settled by Arbitration in accordance with the following provisions.

7.2.1] Selection of Arbitrators

Each Dispute submitted by a Party to Arbitration shall be heard by a Sole Arbitrator or an Arbitration Panel composed of three Arbitrators, in accordance with the following provisions.

a. Where the Parties agree that the Dispute concerns a Technical Matter, they may agree to appoint a Sole Arbitrator or, failing Agreement on the identity of such Sole Arbitrator within thirty (30) days after Receipt by the other Party of the Proposal of a Name for such an Appointment by the Party who initiated the Proceedings, either Party may apply to the President, Institution of Engineers India, New Delhi; the President, Indian Road Congress (Roads and Bridge Works), New Delhi, for a List of not fewer than five Nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the Last Remaining Nominee on the list shall be the Sole Arbitrator for the Matter in Dispute. If the Last Remaining Nominee has not been determined in this manner within sixty (60) days of the Date of the List, the President, Institution of Engineers India, New Delhi; the President, Indian Road Congress (Roads and Bridge Works), New Delhi shall appoint, upon the Request of

either Party and from such List or otherwise, a Sole Arbitrator for the matter in dispute.

b. Where the Parties do not agree that the Dispute concerns a Technical Matter, the Employer and the Consultant shall each appoint one Arbitrator and these two Arbitrators shall jointly appoint a Third Arbitrator, who shall chair the Arbitration Panel. If the Arbitrators named by the Parties do not succeed in appointing a Third Arbitrator within thirty (30) days after the latter of the Two Arbitrators named by the Parties have been appointed, the Third Arbitrator shall, at the Request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.

c. If in a Dispute subject to Clause SC 7.2.1 (b), one Party fails to appoint its Arbitrator within thirty (30) days after the other Party has appointed its Arbitrator, the Party which has named an Arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a Sole Arbitrator for the Matter in Dispute, and the Arbitrator appointed pursuant to such Application shall be the Sole Arbitrator for the Dispute.

7.2.2 Rules of Procedure

Arbitration Proceedings shall be conducted in accordance with the Procedure of the Arbitration and Conciliation act 1996, of India.

7.2.3 Substitute Arbitrators

If for any reason an Arbitrator is unable to perform his Function, a Substitute shall be appointed in the same manner as the Original Arbitrator.

7.2.4 Qualifications of Arbitrators

The Sole Arbitrator or the Third Arbitrator appointed pursuant to Paragraphs (a) through (c) of Clause 7.2.1 hereof shall be a nationally recognized Legal or Technical Expert with Extensive Experience in relation to the Matter in Dispute.

7.2.5 Miscellaneous

In any Arbitration proceeding hereunder

(a) Proceedings shall, unless otherwise agreed by the Parties, be held in Bengaluru.

(b) The Decision of the Sole Arbitrator or of a Majority of the Arbitrators (or of the Third Arbitrator if there is no such Majority) shall be final and binding and shall be enforceable in any Court of Competent Jurisdiction, and the Parties hereby waive any Objections to or Claims of Immunity in respect of such Enforcement.

**APPENDICES**

**Appendix A: Description of the Services**

[Give Detailed Descriptions of the Services to be provided, Dates for Completion of Various Tasks, Place of Performance for different Tasks, Specific Tasks to be approved by Employer, etc.]

**Appendix B: Reporting Requirements**

[List Format, Frequency, Contents of Reports and Number of Copies; Dates of Submission, etc. If no Reports are to be submitted, state here "Not Applicable"]

**Appendix C: Key Personnel and Sub Consultants**

[List hereunder:

C – 1 Titles [and Names, if already available], Detailed Job Descriptions and Minimum Qualifications, Experience of Key Personnel to be assigned to Work and Staff Months for each.

C – 2 List of Approved Sub Consultants [if already available]; same Information with respect to their Personnel as in C – 1 through C – 2.

**Appendix D: Services and Facilities to be provided by the Employer**

[List hereunder:

F – 1 Services, Facilities and Property to be made available to the Consultant by the Employer.

**Appendix E: Breakdown of Contract Price in Indian Rupees**

List here the Elements of Cost used to arrive at the Breakdown of the Lump Sum Price.

1. Monthly Rates for Local Personnel (Key Personnel and other Personnel).

2. Reimbursable Expenditures.

This appendix shall exclusively be used for determining remuneration for Additional Services